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4 Attorneys for Plaintiff,  
5 Marisa Commerford

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8 **IN THE UNITED STATES DISTRICT COURT**  
9 **IN THE STATE OF CALIFORNIA**  
10 **SOUTHERN DISTRICT**  
11

12  
13 MARISA K. COMMERFORD, an  
14 individual,

15 Plaintiff,

16 vs.

17 SUPPA, TRUCCHI & HENEIN LLP,  
18 a California limited partnership;  
19 MIRIAM ESCOBAR, an individual,

20 Defendants.  
21  
22  
23

Case No. '15CV0403 JLS NLS

**COMPLAINT**

(1) **VIOLATION OF FAIR  
CREDIT REPORTING  
ACT**

(2) **INVASION OF PRIVACY**  
(3) **UNFAIR COMPETITION**

24 **PRELIMINARY STATEMENT**

25 1. This is an action for damages brought from violations of the  
26 Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681 et seq.

27 2. The FCRA regulates the collection, dissemination, and use of  
28 consumer information, including consumer credit information.

**IDENTIFICATION OF PARTIES**

3. Plaintiff Marisa K. Commerford (“Plaintiff”) is and at all relevant times herein was an adult female residing in Orange County, California.

4. Plaintiff alleges that Defendant, Suppa, Trucchi & Henein LLP is and at relevant times was, a limited partnership engaged in the practice of law, organized and existing under the laws of the state of California, with its principal place of business located at 3055 India Street, San Diego, California 92103.

5. Plaintiff alleges that Defendant, Miriam Escobar (collectively, with Suppa, Trucchi & Henein LLP “Defendants”), is and at relevant times was, an individual residing in San Diego County, California.

6. Plaintiff alleges that at all relevant times, each of the Defendants were the agent or employee of each of the other Defendants, and in doing the things alleged to have been done in the complaint, acted within the scope of such agency or employment, or ratified the acts of the other.

**JURISDICTION AND VENUE**

7. This Court has jurisdiction over the present matter pursuant to 28 U.S.C. § 1331 because this action involves a federal question. Supplemental jurisdiction over Plaintiff’s claims under California law is conferred by 28 U.S.C. § 1367. Venue is proper in the Southern District of California because all the Defendants reside in this district, and because a substantial part of the events and omissions giving rise to the Plaintiff’s claims occurred in this district.

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**GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF  
ACTION**

8. The FCRA, a subchapter of the Consumer Credit Protection Act, requires consumer reporting agencies to adopt reasonable procedures for meeting the needs of the business community without sacrificing accuracy or confidentiality, thus operating in a manner which is fair and equitable to the consumer.

9. The FCRA extends liability to businesses that request consumer reports for an impermissible purpose.

10. The FCRA enumerates the permissible purposes for which a consumer reporting agency may furnish a consumer report.

11. Specifically, the only permissible purposes for which a consumer report may be furnished is in response to a court order or in accordance with the written instructions of the consumer to whom it relates.

12. Under the FCRA, a consumer reporting agency may furnish a report to a person if the person intends to use the information for the following purposes:

- a. in connection with a credit transaction, including the extension, review, or collection of a debt;
- b. for employment purposes;
- c. in connection with the underwriting of insurance;
- d. to determine the consumer's eligibility for a license or other government benefit;
- e. to assess risk by a potential investor, servicer, or insurer in connection with an existing credit obligation;

1 f. in connection with a business transaction initiated by the  
2 consumer or to review the consumer's account; and by  
3 executive departments and agencies.<sup>1</sup>

4 13. On or around September 16, 2014, Defendants illegally  
5 obtained access to Plaintiff's credit report ("Credit Report").

6 14. Defendants had no permissible use, as defined by 15 U.S.C.  
7 §1681b, to view Plaintiff's Credit Report.

8 15. Defendants intentionally, maliciously, and knowingly under  
9 false pretenses obtained Plaintiff's Credit Report using a fraudulent  
10 assertion of permissible use - "collections".

11 16. Plaintiff retrieved a copy of her Credit Report on or around  
12 January 14, 2015. Upon reviewing her Credit Report, she noticed that  
13 Defendants had obtained access to her Credit Report. A true and correct  
14 copy of the Credit Report is attached hereto as Exhibit 1 and incorporated  
15 herein by reference.

16 17. Plaintiff never consented to give access of her Credit Report  
17 to Defendants.

18 18. Plaintiff had her privacy invaded when Defendants illegally  
19 obtained her Credit Report.

20  
21 **FIRST CAUSE OF ACTION**

22 **(Violation of FCRA Alleged Against All Defendants)**

23 19. Plaintiff incorporates by reference and realleges all  
24 paragraphs previously alleged herein.

25 20. On or around September 16, 2014, Defendants illegally  
26 obtained access to Plaintiff's Credit Report.

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<sup>1</sup> 15 U.S.C. § 1681b(a)(3).

1           21. Plaintiff never consented to the disclosure of her Credit  
2 Report to Defendants.

3           22. Defendants had no permissible use to view Plaintiff's Credit  
4 Report.

5           23. Defendants knowingly obtained Plaintiff's Credit Report  
6 under false pretenses.

7           24. As a result, Plaintiff is entitled to statutory damages in the  
8 amount of \$1,000, pursuant to 15 U.S.C. §1681n(a)(1)(B).

9           25. Plaintiff is also entitled to such amount of punitive damages  
10 as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(2).

11           26. Plaintiff is further entitled to recover her costs and attorneys'  
12 fees, pursuant to 15 U.S.C. § 1681n(a)(3).

13  
14                                   **SECOND CAUSE OF ACTION**

15                   **(Invasion of Privacy Alleged Against All Defendants)**

16           27. Plaintiff incorporates by reference and realleges all  
17 paragraphs previously alleged herein.

18           28. Plaintiff had a reasonable expectation of privacy in the  
19 disclosure of her Credit Report.

20           29. Defendants intentionally, maliciously, and fraudulently  
21 obtained access to Plaintiff's Credit Report without Plaintiff's consent,  
22 intruding into her private information contained in her Credit Report.

23           30. Defendants' intrusion into Plaintiff's privacy would be highly  
24 offensive to a reasonable person.

25           31. As a result, Plaintiff has suffered harm, including physical  
26 and emotion distress, in an amount to be proven at trial.

27           32. Defendants' conduct was a substantial factor in causing  
28 Plaintiff's harm.

**THIRD CAUSE OF ACTION**

**(Violation of Cal. Bus. & Prof. Code §§ 17200, et seq. Alleged Against All Defendants)**

33. Plaintiff incorporates by reference and realleges all paragraphs previously alleged herein.

34. Defendants' acts and practices as described herein are (a) unlawful and (b) unfair business practices and are also (c) deceptive, untrue, or misleading by Defendants, in violation of the UCL.

35. Defendants' acts and practices are "unlawful" business practices that violate statutes, provisions, regulations or constitutional provisions, including the FCRA and the California Constitution, Article I, Section 1, (protecting California residents' inalienable privacy rights).

**WHEREFORE, Plaintiff prays:**

1. For statutory damages to the extent allowable by law;
2. For compensatory damages according to proof and prejudgment interest thereon to the extent allowable by law;
3. For exemplary and punitive damages according to proof;
4. For attorney fees;
5. For costs of suit; and
6. For such other and further relief as the court may deem proper.

DATED: February \_\_, 2015                      WESTRUP & ASSOCIATES

/s/ R. Duane Westrup

R. Duane Westrup, Attorney for  
Plaintiff, Marisa Commerford

Exhibit “1”

01/14/2015

File Number: [REDACTED]

**-Begin Credit Report-****Personal Information**

SSN: XXX-X [REDACTED]

Your SSN has been masked for your protection.

You have been on our files since 04/04/2006

Date of Birth: [REDACTED]

**Names Reported:** MARISA K. COMMERFORD**Addresses Reported:**

Address

Date Reported

**Telephone Numbers Reported:****Account Information**

Typically, creditors report any changes made to your account information monthly. This means that some accounts listed below may not reflect the most recent activity until the creditor's next reporting. This information may include things such as balances, payments, dates, remarks, ratings, etc. The key(s) below are provided to help you understand some of the account information that could be reported.

**Rating Key**

Some creditors report the timeliness of your payments each month in relation to your agreement with them. The ratings in the key below describe the payments that may be reported by your creditors. Please note: Some but not all of these ratings may be present in your credit report.

N/R	X	OK	30	60	90	120	COL	VS	RPO	C/O	FC
Not Reported	Unknown	Current	30 days late	60 days late	90 days late	120+ days late	Collection	Voluntary Surrender	Repo-session	Charge Off	Foreclosure

**Remarks Key**

Additionally, some creditors may notate your account with comments each month. We refer to these creditor comments as 'Remarks'. The key below gives the descriptions of the abbreviated remarks contained in your credit file. Any remark containing brackets > < indicates that this remark is considered adverse.

FOR ACCOUNT IN FORBEARANCE

PDI PRNCPL DEFRD/INTRST PYMT ONLY

**Adverse Accounts**

Adverse information typically remains on your credit file for up to 7 years from the date of the delinquency. To help you understand what is generally considered adverse, we have added >brackets< to those items in this report. For any account that contains medical information, the information following 'Medical-' is not displayed to anyone but you except where permitted by law. For your protection, your account numbers have been partially masked, and in some cases scrambled. Please note: Accounts are reported as "Current; Paid or paying as agreed" if paid within 30 days of the due date. Accounts reported as Current may still incur late fees or interest charges if not paid on or before the due date.

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Date Opened: [REDACTED]  
Responsibility: [REDACTED]  
Account Type: [REDACTED]  
Loan Type: [REDACTED]

Date Updated: [REDACTED]  
Payment Received: [REDACTED]  
Last Payment Made: [REDACTED]

Pay Status: [REDACTED]  
Terms: [REDACTED]  
[REDACTED]  
[REDACTED]

Special Payment: [REDACTED]

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Rating	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

Rating	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

Rating	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

Rating	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK

Rating	OK	OK	OK

### Promotional Inquiries

The companies listed below received your name, address and other limited information about you so they could make a firm offer of credit or insurance. They did not receive your full credit report. These inquiries are not seen by anyone but you and do not affect your score.

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Requested On: [REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Requested On: [REDACTED]

### Account Review Inquiries

The listing of a company's inquiry in this section means that they obtained information from your credit file in connection with an account review or other business transaction with you. These inquiries are not seen by anyone but you and will not be used in scoring your credit file (except insurance companies may have access to other insurance company inquiries, certain collection companies may have access to other collection company inquiries, and users of a report for employment purposes may have access to other employment inquiries, where permitted by law).

#### SUPPA, TRUCCHI AND H via SUPPA,TRUCCHI,LEE

3055 INDIA ST  
SAN DIEGO, CA 92103  
(619) 297-7330

Requested On: 09/16/2014  
Permissible Purpose: COLLECTION

-End of Credit Report-

Should you wish to contact TransUnion, you may do so,

#### Online:

To report an inaccuracy, please visit: [dispute.transunion.com](http://dispute.transunion.com)  
For answers to general questions, please visit: [www.transunion.com](http://www.transunion.com)

#### By Mail:

TransUnion Consumer Relations

Exhibit 1  
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